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COMMISSION

PETTIT SQUARE PARTNERS, LLC
3530 Kraft Road, Suite 204
Naples, FL 34105

2011 APR 15 PM 3:21

OFFICE OF GENERAL
COUNSEL

Federal Election Commission
Office of General Counsel
999 E Street, N.W.
Washington, D.C. 20463

Re: Complaint No. MUR 6463 – Response from Pettit Square Partners, LLC

To Whom It May Concern:

This letter is in response to the above referenced complaint (the "Complaint") investigating claims of Federal Election Commission ("FEC") campaign finance violations by Jack Antaramian ("Mr. Antaramian"), Mani Antaramian, and other individuals.

Pursuant to your request that attached the Complaint, the following facts and exhibits will demonstrate that Pettit Square Partners, LLC, formerly known as Antaramian/Pettit Square Partners, LLC (hereinafter, "Pettit Square") has not violated the Federal Election Campaign Act of 1971 (the "Act"), and that no further investigation of Pettit Square is warranted.

Pettit Square is a Florida limited liability company taxed as a partnership and is involved in the ownership, leasing, development, financing, management, disposition and operation of real estate. A copy of the Articles of Organization of Pettit Square and the Articles of Amendment to the Articles of Organization of Pettit Square is attached as Exhibit "A". A copy of the LLC Operating Agreement of Pettit Square (the "Operating Agreement") is attached as Exhibit "B". During the time period referenced in the Complaint, Pettit Square was an active Florida entity and was and is registered with the Florida Secretary of State. A copy of the Florida Secretary of State's information on Pettit Square is attached as Exhibit "C".

Pettit Square is comprised of the following members (the "Members"):

1. Haseopum Investments Enterprises, LLC, a Florida limited liability company;
2. Sanibel Investments Enterprises, LLC, a Florida limited liability company;
3. PZ, LLC, a Florida limited liability company;
4. Hel-Mar Corporation, a Florida corporation; and
5. Mr. Antaramian.

Mr. Antaramian is a minority Member of Pettit Square. However, the initial Operating Agreement named Mr. Antaramian as a Manager and as the President of the company. Pursuant to the authority granted to him under the Operating Agreement, Mr. Antaramian, although allowed to execute documents individually, was required to take actions jointly with the other Manager of Pettit Square. See Exhibit "B" attached. Mr. Antaramian's mismanaging of this authority led to the Litigation (described below).

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As stated in the Complaint, in 2009, Antaramian Development Corporation, a dissolved Florida corporation owned by Mr. Antaramian, entered into a lease (the "Lease") with Pettit Square for Unit 290 at Pettit Square (the "Property"). A copy of the Lease is attached as Exhibit "D." Although as of June 19, 2009, Mr. Antaramian represented in an email to the management company in charge of managing the Property that "I am the tenant," Mr. Antaramian specifically chose to enter into the Lease, not individually, but as a corporate entity. A copy of the June 19, 2009 email is attached as Exhibit "E".

Although the Lease lists Antaramian Development Corporation as the tenant, this was a scrivener's error according to Mr. Antaramian (as he phrases it in his Answers to Plaintiff's Interrogatories, more particularly described below). According to Mr. Antaramian, the actual tenant under the lease was Antaramian Development Corporation of Naples, a Florida corporation (this company, Antaramian Development Corporation, and their alter ego Mr. Antaramian are hereinafter referred to collectively as "Tenant"). A copy of Tenant's Answers to Plaintiff's Interrogatories Dated July 13, 2010, in the case styled Antaramian/Pettit Square Partners, LLC v. Antaramian Development Corporation Case No. 10-1759-CA (Fla. 20th Cir. Ct. filed March 10, 2010) (the "Litigation") is attached as Exhibit "F". Furthermore, a copy of the complaint filed in the Litigation is attached as Exhibit "G". Other documents and information related to the Litigation not provided in this response are available upon reasonable request.

Following the July 1, 2009 effective date under the Lease and in violation of Section 4.02 of the Lease, Tenant, unbeknownst to Pettit Square, its Members or the other Manager, sublet the Property to the DNC. On or about July 23, 2009, the DNC began occupying the Pettit Square office space. A copy of the DNC's Answer and Affirmative defenses in the Litigation is attached as Exhibit "H". Although at the time of the sublet Mr. Antaramian was a Manager and the President of Pettit Square, his authority to approve any sublet under the Lease required joint action with the other Manager. Mr. Antaramian failed to seek any approval from the other Manager for subletting the Property to the DNC. Rather, Mr. Antaramian acted in isolation, though simultaneously as a Manager of Pettit Square and as the Tenant, in subletting the Property. This inherent fiduciary breach constitutes a cause of action in the complaint in the Litigation.

The DNC occupied the space from July 23, 2009 through March 3, 2010, and failed to make any rent payment to Pettit Square on to Tenant during this period. When Pettit Square became aware of the fact that Mr. Antaramian had sublet the Property to the DNC, Pettit Square objected and demanded that rent be paid. Although the "free rent period" had expired on December 31, 2009, neither the Tenant, nor the DNC made a rent payment in January, February, or March, 2010. On March 4, 2010, Pettit Square, through counsel, hand delivered to Tenant a seven (7) day "Notice to Pay or Quit Possession", as required under Florida Statutes Section 83.20. See Exhibit "G" attached.

As attempts to collect rent from Tenant and the DNC failed, Pettit Square filed suit against both Tenant and the DNC to evict the DNC from the Property, and to recover rent from the DNC and Tenant for the use of the Property. As already mentioned, the "free rent period" was a consideration provided to Tenant for entering into a four (4) year lease. Because of the breaches under the Lease, including the failure to pay rent, and delay strategy employed by Mr. Antaramian, Pettit Square has incurred substantial legal fees in attempting to collect rent and other damages from Mr. Antaramian and the DNC, and in fighting to evict Tenant and the DNC. Due to the anticompetitive and fiduciary breaches of Mr. Antaramian, this protracted litigation has already cost Pettit Square over \$128,000.00 in fees and expenses and the Litigation with Mr. Antaramian et al. is still ongoing.

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A settlement agreement was eventually reached with the DNC and the DNC was dropped from the Litigation. A copy of the Notice of Voluntary Dropping With Prejudice of the DNC is attached as Exhibit "H". As part of the settlement agreement, the DNC agreed to and did pay \$28,156.88 in back rent for the use of the office space for the period it possessed the Property. A copy of the check is attached as Exhibit "J".

Upon discovering certain fiduciary breaches by Mr. Antaramian as a Manager and as the President of Pettit Square, including but not limited to the actions involved in the Litigation, Pettit Square removed Mr. Antaramian as a Manager and as the President of Pettit Square for cause on January 25, 2011. A copy of the Action by Written Consent of Members of Pettit Square, authorizing Mr. Antaramian's removal for cause and replacement as a Manager is attached as Exhibit "K". A copy of the Unanimous Consent of Managers of Pettit Square removing Mr. Antaramian as the President of the company is attached as Exhibit "L". Additionally, a copy of the 2010 and 2011 Limited Liability Company Annual Reports demonstrating the Manager change with the Secretary of State is attached as Exhibit "M".

At no time during the 2010 election cycle referenced in the Complaint, or according to our records, in any other prior election cycle, did Pettit Square make any campaign donations or contributions, nor did Pettit Square make any "in-kind" contributions to the DNC or other political party. Furthermore and notwithstanding, Pettit Square is a limited liability company taxed as a partnership and any donations or contributions attributable to Pettit Square are allowed to the extent the underlying Members of Pettit Square are allowed to contribute or donate to the DNC. However, because this response is as to Pettit Square, no further investigation of other constituent Member contributions or donations was undertaken in preparing this response. Suffice it to say that no campaign contributions or donations have ever been authorized by Pettit Square, and so any contributions or donations would be deemed to be the contributions or donations of the individual(s) providing the same.

Therefore, we respectfully request that any further investigation into, or inference of potential impropriety or campaign finance violations by, Pettit Square cease, and that Pettit Square be allowed to assist the FEC in its investigation of improper contributions and donations under the Act made by Mr. Antaramian and the other individuals referenced in the Complaint as any future information regarding Mr. Antaramian or these individuals is discovered. Pursuant to the request provided in your March 27, 2011 correspondence, Pettit Square has no issue with the Complaint being made public, and supports the FEC in making these allegations of FEC campaign finance violations by Mr. Antaramian transparent.

Sincerely,

PETTIT SQUARE PARTNERS, LLC


Alexander A. Pezeshkan, Manager


Kambiz Zand, Manager

STATE OF FLORIDA)
) SS:
COUNTY OF Collier)

SWORN to under oath and subscribed before me this 14 day of April, 2011, by Alexander A. Pezeshkan. He is personally known to me.

SEAL



[Signature]
Notary Public
Brian O. Hendricks
Printed Name
DD 904268 July 31, 2013
Commission No. Expiration Date

STATE OF FLORIDA)
) SS:
COUNTY OF Collier)

SWORN to under oath and subscribed before me this 14 day of April, 2011, by Kambiz Zand. He is personally known to me.

SEAL



[Signature]
Notary Public
Brian O. Hendricks
Printed Name
DD 904268 July 31, 2013
Commission No. Expiration Date

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526 East Park Avenue
Tallahassee, Florida 32301
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L010000021473

December 1, 2001

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Antaramian/Pettit Square Partners, LLC

Filing Evidence

- ☒ Plain/Confirmation Copy
☐ Certified Copy

Type of Document

- ☐ Certificate of Status
☐ Certificate of Good Standing
☐ Articles Only
☐ All Charter Documents to include
Articles & Amendments
☐ Fictitious Name Certificate
☐ Other

Retrieval Request

- ☐ Photocopy
☐ Certified Copy

APPROVED
AND
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01 DEC 11 AM 11:05
TALLAHASSEE, FLORIDA
SECRETARY OF STATE
50000470205
12/12/01-01003-013
***125.00 ***125.00

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non-Profit
<input checked="" type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Domestic
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

12-12-01

ARTICLES OF ORGANIZATION

OF

ANTARAMIAN/PETTTT SQUARE PARTNERS, LLC

Pursuant to Section 608.407, Florida Statutes, the undersigned hereby files these Articles of Organization as follows:

ARTICLE I - NAME

The name of the limited liability company is ANTARAMIAN/PETTTT SQUARE PARTNERS, LLC.

ARTICLE II - ADDRESS

The mailing address and street address of the principal office of the limited liability company is 365 Fifth Avenue South, Suite 201, Naples, Florida 34102.

ARTICLE III - DURATION

The period of duration for the limited liability company is until December 31, 2051, or until dissolved in a manner provided by law or as provided in an operating agreement entered into by the members.

ARTICLE IV - MANAGEMENT

The limited liability company is to be managed by its manager pursuant to Florida Statutes, § 608.422. The name and address of the manager is as follows:

Jack J. Antaramian
365 Fifth Avenue South, Suite 201
Naples, Florida 34102

IN WITNESS WHEREOF, the undersigned authorized representative has hereunto set his hand and seal this 11th day of December, 2001.


Jack J. Antaramian
Authorized Representative

CLERK OF COURT
AND
FILED
DECEMBER 12 AM 11:05
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

**CERTIFICATE DESIGNATING REGISTERED AGENT
AND REGISTERED OFFICE**

Pursuant to the provisions of Section 608.415, Florida Statutes, the undersigned submits the following statement in designating the registered office/registered agent:

ANTARAMEAN/PETTIT SQUARE PARTNERS, LLC, desiring to organize as a limited liability company under the laws of the State of Florida, has designated 365 Fifth Avenue South, Suite 201, Naples, Florida 34102, as its initial Registered Office and has named Jack J. Antaramian, located at said address as its initial Registered Agent.


Jack J. Antaramian
Authorized Representative

Having been named Registered Agent for the above stated limited liability company, at the designated Registered Office, the undersigned hereby accepts said appointment and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of the undersigned's duties, and the undersigned is familiar with and accepts the obligations of the undersigned's position as Registered Agent.


Jack J. Antaramian
Registered Agent

01 DEC 12 AM 11:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

D:\WPDOCS\SF\Antaramian-Pettit Square\Antaramian-Pettit Sq. Partners, LLC\Articles of Organization.wpd

Division of Corporations

Page 1 of 1

L01000021473

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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To:

Division of Corporations
Fax Number : (850) 617-6383

From:

Account Name : ROETZEL & ASSOCIATES
Account Number : 120000000121
Phone : (239) 649-6200
Fax Number : (239) 261-3659

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2011 FEB - 8 AM 9:59

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Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: amayer@ralaw.com

LLC AMND/RESTATE/CORRECT OR M/MG RESIGN
ANTARAMIAN/PETTIT SQUARE PARTNERS, LLC

Certificate of Status	0
Certified Copy	0
Page Count	02
Estimate Charge	\$25.00

C. LEWIS

FEB - 9 2011

EXAMINER

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TALLAHASSEE, FLORIDA

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2/8/2011

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ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ANTARAMIAN/PETTIT SQUARE PARTNERS, LLC
(CHANGING NAME TO PETTIT SQUARE PARTNERS, LLC)

THIS IS TO CERTIFY THAT:

FIRST: These Articles of Amendment amend the Articles of Organization (the "Articles") of Antaramian/Pettit Square Partners, LLC ("Company").

SECOND: The Articles were filed with the Florida Department of State on December 12, 2001 and assigned Document Number L01000021473.

THIRD: The name of the Company is changed to:

Pettit Square Partners, LLC

FOURTH: The registered agent of the Company is changed to:

R&A Agents, Inc.
c/o Stephen E. Thompson, Assistant Secretary
850 Park Shore Drive, Naples, FL 34103

IN WITNESS WHEREOF, these Articles of Amendment have been duly executed and are being filed in accordance with Section 608.411 Florida Statutes, this 7 day of February, 2011.


Alexander A. Pezeshkan, Manager

STATE OF FLORIDA)
COUNTY OF COLLIER) ss.

The foregoing instrument was acknowledged before me this 7 day of February, 2011 by ALEXANDER A. PEZESHKAN, Manager of Pettit Square Partners, LLC, a Florida limited liability company, on behalf of the Company. He is (X) personally known to me or () has produced _____ as identification and did take an oath.

(SEAL)


NOTARY PUBLIC
My Commission Expires _____

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ACCEPTANCE OF REGISTERED AGENT

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

R&A Agents, Inc., an Ohio corporation
authorized to transact business in the State
of Florida

By: 

Stephen E. Thompson, Assistant Secretary

FILED
2011 FEB -8 AM 9:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

((H11000033357 3)))

Exhibit "A"

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FLORIDA DEPARTMENT OF STATE
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PETTIT SQUARE PARTNERS, LLC

Filing Information

Document Number L01000021473

FEI/EIN Number 593760372

Date Filed 12/12/2001

State FL

Status ACTIVE

Last Event LC AMENDMENT AND NAME CHANGE

Event Date Filed 02/08/2011

Event Effective Date NONE

Principal Address3530 KRAFT RD, STE 204
NAPLES FL 34105

Changed 02/08/2010

Mailing Address3530 KRAFT RD, STE 204
NAPLES FL 34105

Changed 02/08/2010

Registered Agent Name & AddressR&A AGENTS, INC.
C/O STEPHEN E. THOMPSON, ASSIST SECRETARY
850 PARK SHORE DRIVE
NAPLES FL 34103 US

Name Changed: 02/08/2011

Address Changed: 02/08/2011

Manager/Member Detail**Name & Address**

Title MGRM

ZAND, NAMBIZ
3530 KRAFT RD, STE 204
NAPLES FL 34105

Title MGRM

PEZESHKAN, ALEXANDER
3530 KRAFT RD, STE 204

Exhibit "C"

Page 1 of 2

12044321091

NAPLES FL 34105

Title SEC

MACIVOR, THOMAS A
 3530 KRAFT RD, STE 204
 NAPLES FL 34105

Annual Reports

Report Year Filed Date

2009	03/11/2009
2010	02/08/2010
2011	03/07/2011

Document Images03/07/2011 -- ANNUAL REPORT

View image in PDF format

02/08/2011 -- LC Amendment and Name Change

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02/08/2010 -- ANNUAL REPORT

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03/11/2009 -- ANNUAL REPORT

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05/07/2002 -- ANNUAL REPORT

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12/12/2001 -- Florida Limited Liabilities

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Exhibit "C"

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IN THE CIRCUIT COURT OF THE
TWENTIETH JUDICIAL CIRCUIT
IN AND FOR COLLIER COUNTY, FLORIDA
CIVIL DIVISION

ANTARAMIAN/PETTIT SQUARE PARTNERS,
LLC, a Florida limited liability company

Plaintiff,

CASE NO. 010-17594

vs.

ANTARAMIAN DEVELOPMENT CORPORATION, a
dissolved Florida corporation, a/k/a/ ANTARAMIAN
DEVELOPMENT CORP., a dissolved
Florida corporation, JACK ANTARAMIAN
a/k/a JACK J. ANTARAMIAN, ROBERT W.
WEINSTEIN, CHARLES J. THOMAS,
ROBERT FRAZITTA a/k/a/ ROBERT M. FRAZITTA,
ANTARAMIAN DEVELOPMENT CORPORATION
OF NAPLES, a Florida corporation,
f/k/a ANTARAMIAN DEVELOPMENT CORPORATION
OF NAPLES, INC., a Florida corporation, ORGANIZING
FOR AMERICA, FLORIDA, A PROJECT OF THE
DEMOCRATIC NATIONAL COMMITTEE
a/k/a ORGANIZING FOR AMERICA, A PROJECT
OF THE DEMOCRATIC NATIONAL COMMITTEE
AND UNKNOWN OCCUPANT(S).

Defendants.

COPY

BY _____
D.C.

CLERK OF COURTS

2010 MAR 10 PM 2:42

FILED 40
COLLIER COUNTY FLORIDA

**COMPLAINT FOR EVICTION
(SUMMARY PROCEEDING PURSUANT TO FLORIDA STATUTES CHAPTER 51),
BREACH OF LEASE, AND UNJUST ENRICHMENT**

COMES NOW, the Plaintiff Antaramian/Pettit Square Partners, LLC, a Florida limited liability company (hereinafter "Pettit") by and through its undersigned attorneys, sues the Defendants, Antaramian Development Corporation, a dissolved Florida corporation, a/k/a Antaramian Development Corp., a dissolved Florida corporation (hereinafter "ADC"), Jack

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Antaramian a/k/a Jack J. Antaramian, Robert W. Weinstein, Charles J. Thomas, Robert Frazitta, a/k/a Robert M. Frazitta, Antaramian Development Corporation of Naples, a Florida corporation, f/k/a/ Antaramian Development Corporation of Naples, Inc., a Florida corporation (hereinafter "ADCN"), Organizing for America, Florida, a Project of the Democratic National Committee a/k/a Organizing for America, a Project of the Democratic National Committee (hereinafter "OFA") and Unknown Occupant(s) (hereinafter ADC, said individuals, ADCN and OFA are collectively referred to as the "Defendants"), alleging as follows:

1. This is an action for eviction of a non-residential tenant by summary proceedings, and damages for breach of a commercial lease concerning real property located in Collier County, Florida.

2. This Court has jurisdiction pursuant to Section 26.012 and Section 34.011, Florida Statutes (2009) because the matter in controversy exceeds the sum of \$15,000.00, exclusive of interest, costs and attorneys fees and because Plaintiff, Pettit seeks equitable relief in addition to its remedies at law.

3. Venue is proper pursuant to Section 47.011, Florida Statutes (2009), because the cause of action accrued in Collier County, Florida.

4. Plaintiff, Pettit is a Florida limited liability company, having its principal address at 3530 Kraft Road, Suit 204, Naples, Florida 34105.

5. Plaintiff, Pettit owns fee title to the following described real property in the City of Naples, Collier County, Florida: Lots 1, 2, 3, 4, 5, 6, 7 and the East 3 feet of Lot 8, Block 5, Naples Tier 3, Plan of Naples, according to the map or plat thereof as recorded in Plat Book 1, Page 8 of the Public Records of Collier County, Florida, together with all rights appurtenant or in any wise appertaining thereto (the "Property").

6. Defendant, ADC is a dissolved Florida corporation, that was administratively dissolved on October 4, 2002 for failure to file an annual report. See, Exhibit "A" attached hereto.

7. The registered agent for Defendant, ADC, according to the Florida Department of State, Division of Corporations website is, Jack Antaramian having an address of 365 5th Avenue South, Suite 201, Naples, Florida 34102. See, Exhibit "A" attached hereto.

8. The directors of ADC at the time of administrative dissolution according to the Florida Department of State, Division of Corporations website were Jack I. Antaramian, Robert W. Weinstein, Charles J. Thomas and Robert Frazitta, and the directors are also parties to this Complaint as: (i) ADC is a dissolved corporation and was dissolved at the time it entered into the Lease, (ii) the directors were aware of (or should have been aware of) the administrative dissolution of Defendant ADC, (iii) the directors acted on behalf of the dissolved corporation in causing ADC to enter into the Lease, and (iv) the directors are therefore personally liable under Florida law for the debts, obligations and liabilities of the corporation which occurred subsequent to the dissolution of ADC. See, Exhibit "A" attached hereto for director information.

9. Effective as of July 1, 2009, Pettit, as landlord, leased to ADC, as tenant, under a lease agreement between Pettit and ADC, a true and correct copy of which is attached hereto as Exhibit "B" (the "Lease"), a portion of the Property known as 296 14th Avenue South, Naples, Florida 34102 comprising 1,747+/- square feet of space within the Property and depicted by cross-hatching on the drawing attached hereto as Exhibit "C" together with rights of use of certain condominium common areas located in Pettit Square, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 3523, Page 3279 et seq., of the Public Records of Collier County, Florida (exclusive of certain residential access

common areas in said condominium) (collectively the "Premises"), and ADC took possession of the Premises thereunder.

10. To Pettit's information and belief, Defendant ADC sublet the Premises, assigned its rights under the Lease, or otherwise allowed the Defendant OFA to enter into possession of the Premises on or about July 1, 2009, without notifying Pettit, as landlord, as required pursuant to Paragraph 4.02 of the Lease.

11. On February 26, 2010, through counsel, Pettit posted on the Premises and sent via certified mail a notice under the Lease requesting (among other things) that: (i) name and address of any proposed or existing subtenant or assignee; (ii) the nature of any subtenant's or assignee's business it will operate on the Premises; (iii) the terms of any proposed sublease or assignment; and (iv) reasonable financial information so that landlord could evaluate any proposed subtenant or assignee, a true and correct copy of said notice under lease is attached as Exhibit "D" (hereinafter "Notice Under Lease").

12. Pursuant to the Notice Under Lease, Plaintiff, Pettit requested from Defendant ADC evidence of insurance pursuant to Section 5.01 of the Lease.

13. As of the date of this Complaint, Defendant ADC has failed to provide Plaintiff, Pettit with any information as required by Paragraphs 4.02 and 5.01 of the Lease and as described in Paragraphs 11 and 12 of this Complaint and the Notice Under Lease.

14. To Plaintiff's knowledge and belief, Defendant ADC and/or the Defendant OFA continue in possession of the Premises.

15. In exchange for Defendant ADC, as tenant, entering into the Lease for a term of four (4) years, Pettit, as landlord, agreed to allow a "rent free period" as set forth in Paragraph 1.04 of the Lease.

16. The Lease obligates ADC to pay all past due rent including Base Rent (as defined in the Lease) plus sales tax commencing on January 1, 2010 for the month of January in the amount of \$3,639.58, on February 1, 2010 for the month of February in the amount of \$3,639.58, and on March 1, 2010 for the month of March in the amount of \$3,639.58.

17. Solely as a result of the acts and omissions of the Defendants, Plaintiff has sustained damages and will continue to sustain damages in the future. Defendant ADC has breached the Lease in the following ways:

- a. Failed to pay any rent plus sales tax to Pettit;
- b. Failed to maintain insurance policy coverages (and/or provide landlord with any evidence of such coverage) as required by Paragraph 5.01 of the Lease; and
- c. Failed to notify Pettit, as landlord under the Lease and as required under Paragraph 4.02 of the Lease, of the subletting the Premises to, assignment of the Lease to, or otherwise granting permission to OFA to take occupancy of the Premises.

18. Paragraph 7.01(a)(i) of the Lease states that "Tenant's failure to pay Rent within seven (7) days after Tenant receives notice from Landlord of Tenant's failure to pay Rent;" constitutes an default ("Default") under the Lease, and Defendants as a result of such Default, have lost all right to possession of the Premises.

19. Paragraph 2.01 (d) (i) of the Lease provides for a late fee of one percent (1%) of unpaid rent.

20. Paragraph 2.01 (d) (ii) of the Lease provides for interest at eighteen percent (18%) per annum on all unpaid rent.

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21. On March 4th, through counsel, Pettit hand-delivered to Robert Frazitta a director of ADC (in the same building in which the Premises is located) a 7 day notice to pay or quit possession pursuant to the Lease and Section 83.20 of the Florida Statutes (2009), a true and correct copy of which Notice is attached as Exhibit "E". Also attached hereto is an Affidavit of Delivery marked as Exhibit "F".

22. As of the date of this Complaint, Defendants continue in occupancy of the Premises and have failed to pay any rent.

23. As of the date of this Complaint, Defendants have failed to pay Pettit any late fee on unpaid rent.

24. As of the date of this Complaint, Defendants have failed to pay Pettit any interest on unpaid rent.

COUNT I

EVICITION BY SUMMARY PROCEDURE

25. Plaintiff Pettit represents and realleges Paragraphs 1 through 24 and incorporates them by reference as if fully set forth herein.

26. Pursuant to Section 83.21, Florida Statutes (2009), Plaintiff Pettit is entitled to the application of the summary procedures provided in Section 51.011, Florida Statutes (2009), and Plaintiff Pettit hereby elects to proceed with this eviction action for possession on account of the Defendants according to that process.

27. All conditions precedent for the maintenance of this action, including notice and demand, have been performed or have occurred.

28. Pursuant to Paragraph 12.02 of the Lease and Section 83.231, Florida Statutes (2009), the Plaintiff is entitled to an award of reasonable attorneys' fees from the Defendants as a result of the necessity of this proceeding.

29. Pettit has retained the undersigned attorneys to represent it in this action and is obligated to pay them reasonable fees for their services.

30. Pursuant to Section 83.251, Florida Statutes (2009), and pursuant to Paragraph 12.02 of the Lease, Pettit is entitled to an award of all costs incurred in this action.

WHEREFORE, the Plaintiff, Pettit respectfully requests the Court enter judgment for possession of the Premises on account of the Defendants, together with a judgment awarding: (1) attorneys' fees, related expenses and court costs pursuant to the Lease and Section 83.231 of the Florida Statutes (2009); and (2) costs pursuant to the Lease and Section 83.251 and Section 86.081 of the Florida Statutes (2009); plus a writ of possession, a break order if necessary, and such other and further relief, in favor of Plaintiff and against Defendants, that the Court deems just and proper under the circumstances.

COUNT II

DAMAGES FOR BREACH OF LEASE

31. The Plaintiff Pettit repeats and realleges Paragraphs 1 through 30 and incorporates them by reference as if fully set forth herein.

32. Defendants have breached Paragraph of the Lease by:

- a. Failing to pay rent;
- b. Failing to maintain insurance policy coverages (and/or failing to provide landlord with evidence of such insurance coverage) as required by Paragraph 5.01 of the Lease; and
- c. Failing to notify Pettit, as landlord under the Lease and as required under Paragraph 4.02 of the Lease, of the subletting of the Premises to, assignment of the Lease to, or granting permission to take occupancy of the Premises to OFA.

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33. Plaintiff Pettit, elects pursuant to Paragraph 7.02(c) of the Lease, to take possession on account of the tenant(s) accelerate the balance due for the remainder of the term of the Lease and to declare the rent for the entire remaining term and other indebtedness immediately due and payable. ~~the~~:

34. Based solely and proximately upon the defaults of the Defendants as alleged above, the Defendants owe the Plaintiff the monthly sum of THREE THOUSAND SIX HUNDRED THIRTY-NINE AND 58/100THS DOLLARS (\$3,639.58) as Base Rent for forty-two (42) months of the term of the Lease, being the combined sum of ONE HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED SIXTY-TWO AND 36/100THS DOLLARS (\$152,862.36) for rent, plus sales tax, late fees and interest. It is therefore necessary that an accounting of those additional sums be made and determined by this Honorable Court.

WHEREFORE, Plaintiff, Pettit respectfully requests the Court to enter judgment for possession of the Premises on account of the Defendants, including the following relief:

- A. An award of damages to Plaintiff Pettit, including, but not limited to, past due rent and accelerated rent (pursuant to Paragraph 7.02(c) of the Lease) totaling ONE HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED SIXTY-TWO AND 36/100THS DOLLARS (\$152,862.36); late charges and interest (pursuant to Paragraph 2.01(d) of the Lease); and sales tax (pursuant to Paragraph 2.01(a) of the Lease);
- B. An award of pre-judgment interest as permitted by Florida law;
- C. An award of all costs incurred in this action pursuant to Section 83.251, Florida Statutes (2009);

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- D. An award of attorneys' fees, related expenses and court costs, pursuant to Paragraph 12.02 of the Lease and Florida Statutes Section 83.231 (2009);
 - E. An accounting of the foregoing sums be made and determined by this Honorable Court; and
 - F. And any other further relief as the Court deems just and proper under the circumstances.

COUNT III

ALTERNATIVE COUNT – UNJUST ENRICHMENT DAMAGES

35. Plaintiff Pettit, repeats and realleges Paragraph 1 through 34, above, and incorporates them by reference as if fully set forth herein.

36. Plaintiff Pettit, brings this action against the Defendants for unjust enrichment and alleges the following:

- a. This is an equitable action relating to the Premises in Collier County, Florida.
- b. Despite demand, Plaintiff Pettit has not been paid any rent or other sums whatsoever under the Lease.
- c. Defendants may have vacated the Premises and have attempted to surrender possession of the Premises without paying Plaintiff Pettit any rent or monies whatsoever due under the Lease.
- d. Plaintiff Pettit granted a six (6) month "rent free period" to Defendant ADC pursuant to Paragraph 1.04(a) of the Lease on the basis of, and with the expectation that, Defendant ADC would occupy the Premises and pay rent for the balance of the full four (4) year term pursuant to the terms of the Lease.

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- e. Defendants will be unjustly enriched if allowed to breach the Lease and to not pay Plaintiff Pettit for the initial six (6) month period of the Lease by retaining the benefits of the "rent free period" without paying accelerated rent for the balance of the full four (4) year term.
 - f. Defendants were cognizant of the "free rent period" and accepted this benefit without paying Plaintiff Pettit any rent.
 - g. If accelerated rent under Count II is not awarded, Plaintiff Pettit has no other adequate remedy at law to recover based on the benefit of the six (6) month "rent free period" enjoyed by the Defendants.

WHEREFORE, in the event Plaintiff Pettit is not awarded accelerated rent under Count II of this Complaint, Plaintiff Pettit respectfully requests in the alternative that the Court enter a judgment against Defendants awarding (in addition to past due rent for January, 2010, February 2010 and March 2010 totaling \$10,918.74 plus sales tax, interest and late charges) an amount equal to rent for the six (6) month "rent free period" plus sales tax due thereon, at the monthly rate of \$3,639.58 per month for each such month, constituting a total fair rental value of \$23,147.73 and such amount is in addition to all future rent damages due Plaintiff Pettit as such damages accrue up to a total award to Plaintiff Pettit of all past due and accrued rent totaling ONE HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED SIXTY-TWO AND 36/100THS DOLLARS (\$152,862.36) or the monthly sum of THREE THOUSAND SIX HUNDRED THIRTY-NINE AND 58/100THS DOLLARS (\$3,639.58) as Base Rent for the forty-two (42) months of the term of the Lease, and all other relief that the Court deems just and proper under the circumstances.

COUNT IV

DECLARATORY RELIEF AGAINST ADCN

37. Plaintiff Pettit, repeats and realleges Paragraph 1 through 36, above, and incorporates them by reference as if fully set forth herein.

38. Plaintiff Pettit, brings this action against ADCN and alleges the following:

- a. Pursuant to a letter from Mr. Theodore L. Tripp, Jr., dated February 3, 2010 to Mr. Kambiz Zand, Mr. Tripp confirmed that he was communicating as an attorney on behalf of Antaramian Development Corporation in connection with this Lease dispute and his client's attempt to re-negotiate the agreed rent to reduce the rent under the Lease. See, Exhibit "G" attached hereto.
- b. Pursuant to an e-mail communication from Mr. Theodore L. Tripp, Jr., dated March 7, 2010 to Mr. Stephen E. Thompson, Mr. Tripp claimed to represent a different entity by the name of Antaramian Development Corporation of Naples, Inc., and Mr. Tripp stated that he is authorized to accept service of process on behalf of Antaramian Development Corporation of Naples, Inc. in connection with this dispute. See, Exhibit "H" attached hereto.
- c. Plaintiff, Pettit is unaware of Antaramian Development Corporation of Naples, Inc.'s relationship to Antaramian Development Corporation and the Lease.
- d. According to information obtained from the Florida Department of State, Divisions of Corporations, Antaramian Development Corporation of

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Naples, Inc., a Florida corporation, changed its name on January 30, 2003 to Antaramian Development Corporation of Naples, a Florida corporation. See, Exhibit "T" attached hereto.

- e. Page 1 of the Lease and the signature page of the Lease clearly identify Antaramian Development Corporation as the tenant under the Lease, and landlord is not aware of any sublease or assignment of the Lease.

WHEREFORE, Plaintiff Pettit prays that this Court will enter grant declaratory relief pursuant to Section 86.011 of the Florida Statutes and confirm that Antaramian Development Corporation of Naples, Inc., a Florida corporation, Antaramian Development Corporation of Naples, a Florida corporation, Antaramian Development Corporation of Naples, Inc., a foreign corporation and Antaramian Development Corporation of Naples, a foreign corporation/entity are not parties to the Lease or in the alternative that such entity(ies) are held liable together with the other Defendants pursuant to Counts I, II and III of this Complaint, and such other relief in favor of Plaintiff that may seem just and proper to this Court.

COUNT V

ALTERNATIVE COUNT AGAINST OFA – UNJUST ENRICHMENT DAMAGES

39. Plaintiff Pettit, repeats and realleges Paragraph 1 through 38, above, and incorporates them by reference as if fully set forth herein.

40. Plaintiff Pettit, brings this action against the Defendant OFA for unjust enrichment and alleges the following:

- a. This is an equitable action relating to the Premises in Collier County, Florida.


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- b. Despite demand, Plaintiff Pettit has not been paid any rent or other sums whatsoever under the Lease including monthly Base Rent at a rate of \$3,639.58 per month for January 2010, February 2010 and March 2010.
 - c. Defendant OFA may have vacated the Premises and attempted to surrender possession of the Premises without paying Plaintiff Pettit any rent or monies whatsoever due under the Lease.
 - d. Plaintiff Pettit granted Defendant ADC a right to possess the Premises under the Lease on the basis of, and with the expectation that, Defendant ADC would occupy the Premises and pay rent pursuant to the terms of the Lease.
 - e. All rights (if any) of Defendant OFA to use the Premises arise from Defendant ADC's rights to the Premises under the Lease.
 - f. Defendant OFA will be unjustly enriched if allowed to enjoy the benefits of possession of the Premises without paying any rent for the time of its possession of the Premises.
 - g. Defendants OFA accepted the benefits of possession without paying any rent.

WHEREFORE, in the event Plaintiff Pettit is not awarded Count II and Count III of this Complaint against Defendant OFA, Plaintiff Pettit respectfully requests in the alternative that the Court enter a judgment against Defendant OFA awarding an amount equal to monthly rate of \$3,639.58 per month for January 2010, February 2010 and March 2010 totaling \$10,918.74 plus sales tax, late fees and interest (such amount constituting a total fair rental value of the Premises

during the time that Defendant OFA occupied the Premises), and all other relief that the Court deems just and proper under the circumstances.

Respectfully submitted this 12th day of March, 2010.

ROETZEL & ANDRESS
A Legal Professional Association


Stephen E. Thompson, Esquire
Florida Bar No. 442460
Douglas A. Lewis, Esquire
Florida Bar No. 177260
850 Park Shore Drive, 3rd Floor
Naples, Florida 34103
Telephone: (239) 649-2700
Facsimile: (239) 261-3659

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Detail by Entity Name

Florida Profit Corporation

ANTARAMIAN DEVELOPMENT CORP.

Filing Information

Document Number G21864
FEI/EIN Number 592276961
Date Filed 02/04/1983
State FL
Status INACTIVE
Last Event ADMIN DISSOLUTION FOR ANNUAL REPORT
Event Date Filed 10/04/2002
Event Effective Date NONE

Principal Address

365 5TH AVE SO
STE 201
NAPLES FL 34102 US

Changed 05/04/1998

Mailing Address

365 5TH AVE SO
STE 201
NAPLES FL 34102 US

Changed 05/04/1998

Registered Agent Name & Address

ANTARAMIAN, JACK
365 5TH AVE SO STE 201
NAPLES FL 34102 US

Address Changed: 05/04/1998

Officer/Director Detail

Name & Address

Title PTD

ANTARAMIAN, JACK J.

Exhibit "G"
Page 15 of 58

365 5TH AVE S STE 201
NAPLES FL 34102

Title S

WEINSTEIN, ROBERT W.
125 SUMMER ST
BOSTON MA

Title D

THOMAS, CHARLES J
1329 SAN MARCOS BLVD
NAPLES FL 34102

Title D

FRAZITTA, ROBERT
177 WORCESTER ST
WELLESLEY MA 02181

Annual Reports

Report Year Filed Date

1999	05/05/1999
2000	05/11/2000
2001	05/03/2001

Document Images

05/03/2001 – ANNUAL REPORT	View Image in PDF format
05/11/2000 – ANNUAL REPORT	View Image in PDF format
05/05/1999 – ANNUAL REPORT	View Image in PDF format
05/04/1998 – ANNUAL REPORT	View Image in PDF format
07/25/1997 – ANNUAL REPORT	View Image in PDF format
04/17/1996 – ANNUAL REPORT	View Image in PDF format
03/21/1995 – ANNUAL REPORT	View Image in PDF format

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DIVISION OF CORPORATIONS[Home](#)[Contact Us](#)[E-Filing Services](#)[Document Searches](#)[Forms](#)[H](#)[Previous on List](#)[Next on List](#)[Return To List](#)[Entity Na](#)[Events](#)[Name History](#)**Detail by Entity Name****Florida Profit Corporation**

ANTARAMIAN DEVELOPMENT CORPORATION OF NAPLES

Filing Information

Document Number P00000108858
FEI/EIN Number 651057688
Date Filed 11/22/2000
State FL
Status ACTIVE
Last Event NAME CHANGE AMENDMENT
Event Date Filed 01/30/2003
Event Effective Date NONE

Principal Address4500 GORDON DRIVE
NAPLES FL 34102

Changed 04/29/2009

Mailing Address367 WEST MAIN STREET
NORTHBOROUGH MA 01532

Changed 05/03/2005

Registered Agent Name & AddressANTARAMIAN, JACK J
4500 GORDON DRIVE
NAPLES FL 34102

Address Changed: 04/26/2007

Officer/Director Detail**Name & Address**

Title PTD

ANTARAMIAN, JACK J
4500 GORDON DRIVE
NAPLES FL 34102Exhibit "G"
Page 54 of 58

12044321109

Annual Reports**Report Year Filed Date**

2007	04/26/2007
2008	04/18/2008
2009	04/28/2008

Document Images

04/29/2009 - ANNUAL REPORT	View image in PDF format
04/16/2008 - ANNUAL REPORT	View image in PDF format
04/26/2007 - ANNUAL REPORT	View image in PDF format
05/02/2006 - ANNUAL REPORT	View image in PDF format
05/03/2005 - ANNUAL REPORT	View image in PDF format
04/29/2004 - ANNUAL REPORT	View image in PDF format
04/30/2003 - ANNUAL REPORT	View image in PDF format
01/30/2003 - Name Change	View image in PDF format
05/08/2002 - ANNUAL REPORT	View image in PDF format
05/03/2001 - ANNUAL REPORT	View image in PDF format
11/22/2000 - Domestic Profit	View image in PDF format

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[Events](#)[Name History](#)[St](#)

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Division of Corporations

Page 1 of 2

P00000108858

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Account Number : I19980000054
Phone : (850) 681-6528
Fax Number : (850) 681-6011

03 JAN 30 PM 3:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

RECEIVED

03 JAN 30 PM 3:34

DIVISION OF CORPORATIONS

BASIC AMENDMENT

ANTARAMIAN DEVELOPMENT CORPORATION OF NAPLES, INC.

Certificate of Status	0
Certified Copy	0
Page Count	01
Estimated Charge	\$35.00

<https://ccfss1.dos.state.fl.us/scripts/efilcovr.exe>

Exhibit "I"
to

Exhibit "G"

Complaint for Eviction

UCC SERVICES

1/30/03

Fax: 8506816011

P.01

Jan 30 2003 15:19

JAN. 29. 2003 1:30PM

NO. 5077 P. 2/2

FILED
03 JAN 30 PM 3:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

11-20-00 3791

ARTICLES OF AMENDMENT

1. The following provisions of the Articles of Incorporation of Antaramian Development Corporation of Naples, Inc., a Florida profit corporation, as filed in the offices of the Secretary of State, State of Florida in Tallahassee, Florida on the 22nd day of November, 2000, and assigned document number P00000108858, be and they hereby are amended in the following particulars:

ARTICLE I is hereby amended to read as follows:

The name of the Corporation is Antaramian Development Corporation of Naples.

2. The foregoing Amendment was adopted on the 24th day of January, 2003.

3. The Amendment was approved by the shareholders. The number of votes cast for the Amendment was sufficient for approval.

Signed this 27th day of January, 2003.


Jack J. Antaramian
President and sole Director

Exhibit G to the Articles of Incorporation of Antaramian Development Corporation of Naples, Inc.

Exhibit "G"
Page 57 of 58

JAN 30 2003 15:19

Fax: 850-681-6011

UCC SERVICES

2009 FOR-PROFIT CORROKATION ANNUAL REPORT

DOCUMENT# P00000108858

FILED
Apr 29, 2009
Secretary of State

Entity Name: ANTARAMIAN DEVELOPMENT CORPORATION OF NAPLES

Current Principal Place of Business:

3530 KRAFT ROAD
NAPLES, FL 34105

New Principal Place of Business:

4500 GORDON DRIVE
NAPLES, FL 34102

Current Mailing Address:

367 WEST MAIN STREET
NORTHBOROUGH, MA 01532

New Mailing Address:

FEI Number: 65-1057688

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

ANTARAMIAN, JACK J
4500 GORDON DRIVE
NAPLES, FL 34102 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Election Campaign Financing Trust Fund Contribution ()

OFFICERS AND DIRECTORS:

Title: PTD () Delete
Name: ANTARAMIAN, JACK J
Address: 4500 GORDON DRIVE
City-St-Zip: NAPLES, FL 34102

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Exhibit "C"
Page 58 of 58

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: JACK ANTARAMIAN

PTD

04/29/2009

Electronic Signature of Signing Officer or Director

Date

12044321113

SEP 23 2010

IN THE CIRCUIT COURT OF THE
TWENTYFIFTH JUDICIAL CIRCUIT
IN AND FOR COLLIER COUNTY, FLORIDA
CIVIL DIVISION

ANTARAMIAN/PETTIT SQUARE PARTNERS,
LLC, a Florida limited liability company

Plaintiff,

CASE NO. 010-1759CA

vs.

ANTARAMIAN DEVELOPMENT CORPORATION, a
dissolved Florida corporation, a/k/a/ ANTARAMIAN
DEVELOPMENT CORP., a dissolved
Florida corporation, JACK ANTARAMIAN
a/k/a JACK J. ANTARAMIAN, ROBERT W.
WEINSTEIN, CHARLES J. THOMAS,
ROBERT FRAZITTA a/k/a/ ROBERT M. FRAZITTA,
ANTARAMIAN DEVELOPMENT CORPORATION
OF NAPLES, a Florida corporation,
f/k/a ANTARAMIAN DEVELOPMENT CORPORATION
OF NAPLES, INC., a Florida corporation, ORGANIZING
FOR AMERICA, FLORIDA, A PROJECT OF THE
DEMOCRATIC NATIONAL COMMITTEE
a/k/a ORGANIZING FOR AMERICA, A PROJECT
OF THE DEMOCRATIC NATIONAL COMMITTEE
AND UNKNOWN OCCUPANT(S),

Defendants.

ANSWER AND AFFIRMATIVE DEFENSES

Defendant, DEMOCRATIC NATIONAL COMMITTEE, a/k/a ORGANIZING FOR
AMERICA, FLORIDA, A PROJECT OF THE DEMOCRATIC NATIONAL COMMITTEE,
a/k/a ORGANIZING FOR AMERICA, A PROJECT OF THE DEMOCRATIC NATIONAL
COMMITTEE, (the "Defendant"), through its undersigned counsel, file this Answer and
Affirmative Defenses to the Plaintiff's Complaint and state as follows:

-T2044321115

1. Paragraph 1 contains conclusions of law to which no response is required, and Defendant otherwise lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 1.

2. Paragraph 2 contains conclusions of law to which no response is required, and Defendant otherwise lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 2.

3. Paragraph 3 contains conclusions of law to which no response is required, and Defendant otherwise lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 3.

4. Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 4.

5. Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 5.

6. Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 6. Paragraph 6 further purports to describe the contents of a document, which document is the best evidence of its terms, and therefore, no response is required.

7. Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 7. Paragraph 7 further purports to describe the contents of a document, which document is the best evidence of its terms, and therefore, no response is required.

8. Paragraph 8 contains conclusions of law to which no response is required, and Defendant otherwise lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 8, except to admit that Plaintiff did name Jack J. Antaramian, Robert W. Weinstein, Charles J. Thomas, and Robert Frazzita as defendants in the above captioned lawsuit. Paragraph

8 further purports to describe the contents of a document, which document is the best evidence of its terms, and therefore, no response is required.

9. Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 9 and Paragraph 9 further purports to describe the contents of a document, which document is the best evidence of its terms, and therefore, no response is required.

10. Defendant admits that the DNC occupied the Premises from on or about July 23, 2009 to on or about March 3, 2010. Paragraph 10 otherwise consists of a conclusion of law to which no response is required and allegations which Defendant lacks sufficient knowledge or information to admit or deny.

11. Defendant admits that on or about February 26, 2010, a document resembling what is attached as Exhibit D to the Complaint was posted at the Premises. Paragraph 11 otherwise purports to describe the contents of a document, which document is the best evidence of its terms, and therefore, no response is required.

12. Defendant lacks sufficient knowledge or information to admit or deny the allegations in paragraph 12 and Paragraph 12 further purports to describe the contents of a document, which document is the best evidence of its terms, and therefore, no response is required.

13. Paragraph 13 contains conclusions of law to which no response is required, and Defendant otherwise lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 13.

14. Defendant denies that it was in possession of the Premises on or after March 4, 2010, and otherwise lacks sufficient knowledge or information to admit or deny the other allegations in Paragraph 14.

15. Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 15 and Paragraph 15 further purports to describe the content of a document, which document is the best evidence of its terms, and therefore, no response is required.

16. Paragraph 16 purports to describe the contents of a document, which document is the best evidence of its terms, and therefore, no response is required.

17. Denied as Paragraph 17, including all subparagraphs, applies to Defendant, and as to the other defendants in this above captioned action, Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 17, including all subparagraphs, and Paragraph 17 constitutes a conclusion of law to which no response is required.

18. Paragraph 18 purports to describe the contents of a document, which document is the best evidence of its terms, and therefore, no response is required.

19. Paragraph 19 purports to describe the contents of a document, which document is the best evidence of its terms, and therefore, no response is required.

20. Paragraph 20 purports to describe the contents of a document, which document is the best evidence of its terms, and therefore, no response is required.

21. Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 21 and Paragraph 21 further purports to describe the contents of a document, which document is the best evidence of its terms, and therefore, no response is required.

22. Denied in that Paragraph 22 applies to Defendant, and as to the other defendants in this above captioned action, Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 22.

23. Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 23.

24. Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 24.

COUNT I

EVICTION BY SUMMARY PROCEDURE

25. Defendant adopts and incorporates by reference its responses to Paragraphs 1-24 of the Complaint as though fully set forth herein.

26. Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 26 and Paragraph 26 further constitutes a conclusion of law to which no response is required.

27. Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 27 and Paragraph 27 further constitutes a conclusion of law to which no response is required.

28. Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 28 and Paragraph 28 further constitutes a conclusion of law to which no response is required.

29. Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 29.

30. Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 30 and Paragraph 30 further constitutes a conclusion of law to which no response is required.

COUNT II

DAMAGES FOR BREACH OF LEASE

31. Defendant adopts and incorporates by reference its responses to Paragraphs 1-30 of the Complaint as though fully set forth herein.

32. Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 32 and Paragraph 32 further constitutes a conclusion of law to which no response is required.

33. Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 33 and Paragraph 33 further constitutes a conclusion of law to which no response is required.

34. Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 34, including all subparagraphs, and Paragraph 34 further constitutes a conclusion of law to which no response is required.

COUNT III

ALTERNATIVE COUNT, UNJUST ENRICHMENT

35. Defendant adopts and incorporates by reference its responses to Paragraphs 1-34 of the Complaint as though fully set forth herein.

36. Except to admit that Defendant has vacated the Premises, Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 36, including all subparagraphs, and Paragraph 36 further constitutes a conclusion of law to which no response

is required.

COUNT IV

DECLARATORY RELIEF AGAINST ADCN

37. Defendant adopts and incorporates by reference its responses to Paragraphs 1-36 of the Complaint as though fully set forth herein.

38. Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 38, including all subparagraphs, and Paragraph 38 further constitutes a conclusion of law and purports to describe the content of a document, which document is the best evidence of its terms, and therefore, no response is required.

COUNT V

ALTERNATIVE COUNT AGAINST OFA – UNJUST ENRICHMENT DAMAGES

39. Defendant adopts and incorporates by reference its responses to Paragraphs 1-38 of the Complaint as though fully set forth herein.

40. Except to admit that Defendant has vacated the Premises, Defendant lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 40, including all subparagraphs, and Paragraph 40 further constitutes a conclusion of law to which no response is required.

AFFIRMATIVE DEFENSES

As for its Affirmative Defenses, Defendant states:

First Affirmative Defense

Plaintiff's claims pursuant to Count I of the Complaint have been rendered moot by the Court's entry of its Order on Final Judgment on Count I for Possession and Eviction dated April 23, 2010.

Second Affirmative Defense

Plaintiff's claims are barred, in whole or in part, by the Plaintiff's failure to mitigate damages.


WHEREFORE, Defendant demands judgment against Plaintiff with Plaintiff to take nothing from its Complaint, and awarding Defendant its costs and other relief as the Court deems just and proper.

DEMAND FOR ATTORNEYS' FEES AND COSTS

Defendant has retained the undersigned counsel to represent it in this matter, has agreed to pay a reasonable fee for those services, and is entitled to recover said fees and related costs from Plaintiff.

Respectfully submitted this 20th day of September, 2010.

LAW OF OFFICES OF HEATHER S. CASE, P.A.



Heather S. Case, Esquire
Florida Bar No. 0015079
18403 Royal Hammock Blvd.
Naples, FL 34114
Telephone: (239) 304-9408
Facsimile: (800) 772-2808

PERKINS COIE, LLP

Alexandra R. Cole, Esquire
131 South Dearborn Street
Suite 1700
Chicago, IL 60603-5559
Telephone: (312)324-8686
Facsimile: (312)324-9686

CERTIFICATE OF SERVICE

I HEREBY certify that a true and correct copy of the foregoing Answer and Affirmative

Defenses was sent via U.S. Mail on this 20th day of September, 2010 to:

Stephen E. Thompson, Esq.
Douglas A. Lewis, Esq.
Roetzel & Andress, LPA
850 Park Shore Drive, 3rd Floor
Naples, Florida 34103

LAW OFFICES OF HEATHER S. CASE, P.A.



Heather S. Case, Esquire
Florida Bar No. 0015079
18403 Royal Hammock Blvd.
Naples, Florida 34114
Telephone: (239) 304-9408
Facsimile: (800) 772-2808

IN THE CIRCUIT COURT OF THE
TWENTIETH JUDICIAL CIRCUIT
IN AND FOR COLLIER COUNTY, FLORIDA
CIVIL DIVISION

 **COPY**

ANTARAMIAN/PETTIT SQUARE PARTNERS,
LLC, a Florida limited liability company

Plaintiff,

CASE NO. 010-1759CA

vs.

ANTARAMIAN DEVELOPMENT CORPORATION, a
dissolved Florida corporation, a/k/a/ ANTARAMIAN
DEVELOPMENT CORP., a dissolved
Florida corporation, JACK ANTARAMIAN
a/k/a JACK J. ANTARAMIAN, ROBERT W.
WEINSTEIN, CHARLES J. THOMAS,
ROBERT FRAZITTA a/k/a/ ROBERT M. FRAZITTA,
ANTARAMIAN DEVELOPMENT CORPORATION
OF NAPLES, a Florida corporation,
f/k/a ANTARAMIAN DEVELOPMENT CORPORATION
OF NAPLES, INC., a Florida corporation, ORGANIZING
FOR AMERICA, FLORIDA, A PROJECT OF THE
DEMOCRATIC NATIONAL COMMITTEE
a/k/a ORGANIZING FOR AMERICA, A PROJECT
OF THE DEMOCRATIC NATIONAL COMMITTEE
AND UNKNOWN OCCUPANT(S),

Defendants.

FILED 22
COLLIER COUNTY, FLORIDA
2010 NOV 23 PM 3:45
CLERK OF COURTS
BY _____ O.C.

**NOTICE OF VOLUNTARY DROPPING WITH PREJUDICE OF THE
DEMOCRATIC NATIONAL COMMITTEE**

Pursuant to the Florida Rules of Civil Procedure, Rules 1.250(b) and 1.420(a)(1)(A),
Plaintiff ANTARAMIAN/PETTIT SQUARE PARTNERS, LLC, a Florida limited liability
company, hereby gives notice to the Court that Defendant, ORGANIZING FOR AMERICA,
FLORIDA, A PROJECT OF THE DEMOCRATIC NATIONAL COMMITTEE a/k/a


12044321123

ORGANIZING FOR AMERICA, A PROJECT OF THE DEMOCRATIC NATIONAL
COMMITTEE, (the "DNC") is hereby dropped from the above captioned matter with prejudice.

Dated: 11/23/2010

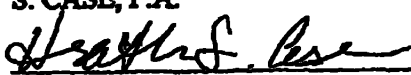
Dated: 11/15/2010

ROETZEL & ANDRESS
A Legal Professional Association


Stephen E. Thompson, Esquire
Florida Bar No. 442460
Douglas A. Lewis, Esquire
Florida Bar No. 177260
850 Park Shore Drive, 3rd Floor
Naples, Florida 34103
Telephone: (239) 649-2700
Facsimile: (239) 261-3659

Counsel to Plaintiff

LAW OFFICES OF HEATHER
S. CASE, P.A.


Heather S. Case
Florida Bar No. 0015079
18403 Royal Hammock Blvd.
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Telephone: (239) 304-9408
Facsimile: (800) 772-2808

Counsel to the DNC

2010 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L01000021473

FILED
Feb 08, 2010
Secretary of State

Entity Name: ANTARAMIAN/PETTIT SQUARE PARTNERS, LLC

Current Principal Place of Business:

3530 KRAFT RD STE 204
NAPLES, FL 34105

New Principal Place of Business:

3530 KRAFT RD, STE 204
NAPLES, FL 34105

Current Mailing Address:

3530 KRAFT RD STE 204
NAPLES, FL 34105

New Mailing Address:

3530 KRAFT RD, STE 204
NAPLES, FL 34105

FBI Number: 58-3780372

FBI Number Applied For ()

FBI Number Not Applicable ()

Certificate of Status Desired (X)

Name and Address of Current Registered Agent:

ANTARAMIAN, JACK J
3530 KRAFT RD STE 204
NAPLES, FL 34105 US

Name and Address of New Registered Agent:

ANTARAMIAN, JACK J
3530 KRAFT RD, STE 204
NAPLES, FL 34105 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

02/08/2010

Date

MANAGING MEMBERS/MANAGERS:

Title: MGRM
Name: ANTARAMIAN, JACK J
Address: 3530 KRAFT RD, STE 204
City-St-Zip: NAPLES, FL 34105

Title: MGR
Name: PEZESHKAN, F FRED
Address: 3530 KRAFT RD, STE 204
City-St-Zip: NAPLES, FL 34105

Title: MGR
Name: MACIVOR, THOMAS A
Address: 3530 KRAFT RD, STE 204
City-St-Zip: NAPLES, FL 34105

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: THOMAS A. MACIVOR

MGR

02/08/2010

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

12044321125

2011 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L01000021473

FILED
Mar 07, 2011
Secretary of State

Entity Name: PETTIT SQUARE PARTNERS, LLC

Current Principal Place of Business:

3530 KRAFT RD, STE 204
NAPLES, FL 34105

New Principal Place of Business:

Current Mailing Address:

3530 KRAFT RD, STE 204
NAPLES, FL 34105

New Mailing Address:

FBI Number: 59-3760372

FBI Number Applied For ()

FBI Number Not Applicable ()

Certificate of Status Desired (X)

Name and Address of Current Registered Agent:

Name and Address of New Registered Agent:

R&A AGENTS, INC.
C/O STERHEN E. THOMPSON, ASSIST SECRETARY
850 PARK SHORE DRIVE
NAPLES, FL 34103 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

MANAGING MEMBERS/MANAGERS:

Title: MGRM
Name: ZAND, KAMBIZ
Address: 3530 KRAFT RD, STE 204
City-St-Zip: NAPLES, FL 34105

Title: MGRM
Name: PEZESHKAN, ALEXANDER
Address: 3530 KRAFT RD, STE 204
City-St-Zip: NAPLES, FL 34105

Title: SEC
Name: MACIVOR, THOMAS A
Address: 3530 KRAFT RD, STE 204
City-St-Zip: NAPLES, FL 34105

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: THOMAS A. MACIVOR

SEC

03/07/2011

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

12044321126



FEDERAL ELECTION COMMISSION
999 E Street, NW
Washington, DC 20463

RECEIVED
FEDERAL ELECTION
COMMISSION

2011 APR 15 PM 3:21

OFFICE OF GENERAL
COUNSEL

STATEMENT OF DESIGNATION OF COUNSEL
Please use one form for each Respondent/Entity/Treasurer.
FAX (202) 219-3923

MUR # 6463

NAME OF COUNSEL: Stephen E. Thompson

FIRM: Roatzel & Andress, LPA

ADDRESS: 850 Park Shore Drive, 3rd Floor

Naples, FL 34103

TELEPHONE- OFFICE (239) 649-6200

FAX (239) 261-3659

The above-named individual and/or firm is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

4/14/11
Date

[Signature]
Respondent/Agent - Signature

Manager
Title (Treasurer/Candidate/Owner)

NAMED RESPONDENT: Pettit Square Partners, LLC

MAILING ADDRESS: 3530 Kraft Road, Suite 204
(Please Print)

Naples, FL 34105

TELEPHONE- HOME () _____

BUSINESS (239) 434-6222

Information is being sought as part of an investigation being conducted by the Federal Election Commission and the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) apply. This section prohibits making public any investigation conducted by the Federal Election Commission without the express written consent of the person under investigation.

Rev. 2006

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